

DUNEDIN CITY COUNCIL TRAFFIC DEPARTMENT OFFICERS—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the undermentioned Corporation (hereinafter called “the employers”):

Dunedin City Corporation, Dunedin
and the undermentioned union:

Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors
(Other than Tramway Inspectors) Industrial Union of Workers
(hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned

dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 30th day of June 1959 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of November 1957.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Scope of Award

1. This award shall apply to all traffic officers (other than the Traffic Superintendent and Assistant Traffic Superintendent) and all testing station vehicle inspectors employed by the Dunedin City Council.

Hours of Work

2. The hours of work shall not exceed forty per week or eight per day, to be worked on five days of the week, Monday to Friday inclusive.

Salaries

3. (a) The following shall be the minimum salary rates payable to the employees covered by this award:

Traffic officers	.....	.....	.....	£680 first year.
				£735 second year.
				£820 third year.
				£860 fourth year.
Senior Patrol Officers	.....	.....	.....	£890.
Testing Station Vehicle Inspectors	.....	.....	.....	£725 first year.
				£750 second year.
				£775 third year.
Senior Testing Station Vehicle Inspector	.....	.....	.....	£800.
Testing Station Superintendent	.....	.....	.....	£850 first year.
				£870 second year.
				£890 third year.

(b) Every person covered by the above subclause who has been in the one position for ten years at its maximum rate shall receive a service increment of £15 per annum, and after a further five years in the same position shall receive a second service increment of £15 per annum.

(c) The salaries and allowances payable to all employees covered by this award shall not be subject to the general order of the Court of Arbitration dated the 26th day of October 1956, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof.

(d) All appointments shall be subject to a probationary period of six months during which the appointee shall require to make himself conversant with all relevant regulations.

(e) If a testing station vehicle inspector is engaged on traffic control work he shall be paid for such work at the traffic officers' rate for the third year of service.

Salaries: General

4. (a) For the purpose of this award "service" shall mean service with the Dunedin City Council on traffic department work or recent service on such work with another employer.

(b) The increment shown in the various positions shall be considered as annual increments and shall be paid according to years of service in each particular position. The employer may, however, withhold any increment if in its opinion the services and conduct of an employee should warrant such course and if on due inquiry, and after the union has had an opportunity to make any necessary representations, it is established that the services or conduct of the employee concerned do not warrant an advance meanwhile to a higher rate: Provided that if the union is dissatisfied with the decision of the employer, the matter may be referred to the Conciliation Commissioner for the district, who shall decide the same.

(c) Any employee in the employ of the council at the coming into operation of this award shall be allowed for past service in his present position in the computation of the salary to which he is entitled by the provisions contained herein.

(d) All employees entering the service after the commencement of this award shall, if they enter the service during the months April to December (both months inclusive), receive their first annual increment as from the first day of the first month of April following the month in which they entered the service, and shall, if they enter the service between January and March (both months inclusive), receive their first annual increment on the first day of the second month of April following the month in which they enter the service. All future annual increments shall take effect at each subsequent first day of April.

(e) When an employee is promoted or transferred from one position to another and is hereby entitled to be transferred to a higher grade, he shall be paid the commencing salary for the higher grade immediately above that being paid to him at the time of his promotion or transfer. Subsequent annual increments shall become due and payable on the same basis as is prescribed in subclause (d) of this clause.

Overtime

5. (a) Overtime shall be calculated on a daily basis and all time worked in excess of eight hours in one day from Monday to Friday inclusive, shall be paid for at time and a half for the first three hours' work and thereafter at double time rates.

(b) All Saturday work shall be paid for at time and a half rates for the first four hours and thereafter at double time rates.

(c) All Sunday work shall be paid for at double time rates.

Holidays

6. (a) All employees covered by this award shall, after twelve months' service be entitled to three weeks' recreational leave on full pay, exclusive of any of the holidays mentioned in subclause (b) of this clause.

(b) In addition to the annual leave provided for in subclause (a) of this clause, the following days shall be observed as holidays and all work carried out on those days shall be paid for at overtime rates as for a Sunday in addition to the normal pay for the holiday – viz., New Year's Day and the following day, Anniversary Day or a day in lieu thereof by mutual agreement, Anzac Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(c) Annual leave shall not be allowed to accumulate except with the consent of the employer.

Meal Allowance

7. The employer shall pay 4s. 6d. as meal money to each worker required to take an interval for a meal after 6 p.m. and before commencing to work overtime: Provided that this allowance shall not be paid to traffic officers working on a rostered shift or to the worker who has been given twenty-four hours' notice that he will be required to work overtime if he can reasonably return to his home in the time allowed.

Expenses

8. All duly authorised out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the employer.

Payment of Salaries

9. All salaries shall be paid fortnightly. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the amount of the annual salary shall be divided by twenty-six. The hourly rate shall be one-eightieth of the fortnightly salary.

General Conditions

10. (a) Vacant places shall be filled where practicable by promotion of employees already on the staff: Provided that the decision of the council as to the fitness or otherwise of any employee for promotion shall be final.

(b) All promotions or transfers shall in the first case be for a probationary period of six months.

(c) Temporary employees shall not be engaged for periods longer than six months except upon conditions as may be agreed to between the employer and the union.

(d) Any member of the union canvassing any member of the city council for appointment, promotion, or transfer shall be automatically disqualified.

(e) No appointment shall take effect unless and until a satisfactory certificate of physical fitness from a registered medical practitioner shall have been furnished by the appointee.

Terms of Employment

11. In the absence of special written agreement between the employer and the employee, one month's notice of resignation or dismissal shall be given by the employee or the employer, excepting in the case of dishonesty, wilful misconduct, or serious dereliction of duty, when an employee shall be subject to immediate suspension or instant dismissal.

Clothes

12. (a) Every employee who is required by the employer to wear a uniform when on duty shall be provided with such uniform at the expense of the employer.

(b) Workers employed at the vehicle testing station shall be supplied with overalls and shall be paid an allowance of 1s. 6d. per week for the laundering of same.

Complaints

13. (a) An employee called upon to answer any charge arising out of a complaint against him shall be entitled to have the assistance of the secretary or other officer of the union appointed in that behalf at any inquiry, and he shall be entitled to call evidence.

(b) All complaints must be in writing and an officer against whom a complaint is lodged shall be given a copy of such complaint not less than twenty-four hours before the time set for an inquiry into such complaint.

Right of Entry

14. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the employer for the purpose of interviewing any employee in connection with the operation of this award, but not so as to interfere unreasonably with the employer's business.

Matters Not Provided For

15. Any dispute in connection with any matter not provided for in this award shall be settled between the council and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who shall either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of the Union

16. All employees covered by this award and employees subsequently appointed to positions covered by this award shall be financial members of the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors (Other than Tramway Inspectors) Industrial Union of Workers.

Term of Award

17. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 30th day of October 1957, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1959.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of November 1957.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.